

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Casual Dining Concepts, LLC		10/15/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Chantilly Marks, LLC		
Street Address:	355 N. Queen St.		
City:	Kinston		
State/Country:	NORTH CAROLINA		
Postal Code:	28501		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2944417	PACIFIC & VINE	
CORRESPONDENCE DATA			
Fax Number:	(336)232-9075		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3363738850		
Email:	dsar@brookspierce.com		
Correspondent Name:	David W Sar		
Address Line 1:	P.O. Box 26000		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	MCRAE-CHANTILLY		
NAME OF SUBMITTER:	David W. Sar		
Signature:	/DavidWSar/		

OP \$40.00 2944417

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**TRADEMARK
 REEL: 004296 FRAME: 0743**

Date:

10/15/2010

Total Attachments: 4

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Assignment

This Assignment ("Assignment"), having an effective date of the last date of signature below, is entered into by and between Chantilly Marks, LLC, a North Carolina limited liability company ("Assignee"), and Casual Dining Concepts, LLC, a North Carolina limited liability company ("Assignor"). Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, privileges and interest in and to the trademark(s), proprietary indicia, trade style(s), trade dress(es), logo(s), symbol(s), source identifier(s), brand name(s), and designations in the attached Exhibit A, as well as all associated trademark, service mark, and trade name rights and goodwill (collectively, the "Trademark(s)").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and deemed sufficient, for the matters recited in this Assignment, and for other valid and good consideration, the Parties agree as follows:

Assignor hereby conveys, assigns, quit-claims, conveys, delivers and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to the Trademark(s), together with all goodwill appurtenant thereto, all common law, statutory, state, federal foreign and international rights thereto, and all registration(s) and application(s) for the registration of any of the Trademark(s), whether such registration(s) or application(s) are made to the United States Patent and Trademark Office or any state, country, government, or foreign authority, including without limitation those application(s) and registration(s) set forth on the attached Exhibit A, to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made. Included without limitation within this assignment are, and Assignor hereby expressly conveys, assigns and transfers all of Assignor's rights under any claim relating to the Trademark(s) that arose at any time prior and up to the conveyance of the Trademark(s) under this Assignment, including, without limitation, all rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Trademark(s) and to recover and hold all damages, profits and other compensation arising from such third party's unlawful acts.

Assignor represents that immediately prior to the assignment operative in this Agreement, it exclusively owns and has the sole, full and unencumbered rights to the Trademark(s), and also that it has the sole full authority and power to assign such things and to execute this document.

Assignor, at the request of Assignee or its counsel, and at no additional charge, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's

signature, to assign all of such ownership interest and rights to Assignee and to execute and file any instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's reasonable expense (other than expenses associated with the time of Assignor's employees), by providing, when requested, lawful and truthful testimony, affidavit(s), statement(s), and assistance relating to the Trademark(s), the nature and timing of its use of the Trademark(s), and to any efforts to apply for, register, obtain, explain, record, protect, enforce, police, defend, affirm, enhance, expand, divide, nationalize, continue, reissue, memorialize, document, assign, encumber, confirm, renew, or maintain any rights in the Trademark(s). Assignor shall further do and perform all acts that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment and to enforce, police and prosecute Assignee's rights in the Trademark(s) against third parties.

Signed under seal as of May ___, 2010.

ASSIGNEE

Chantily Marks, LLC

By:  (SEAL)

Its: SCOTT McRAE

Sworn to and subscribed before me
this the 15th day of OCTOBER, 2010.


Notary Public

My Commission Expires: 13 Feb 2011

ASSIGNOR

Casual Dining Concepts, LLC

By:  (SEAL)

Its: SCOTT McRAE

Sworn to and subscribed before me
this the 15th day of OCTOBER, 2010.


Notary Public

My Commission Expires: 13 Feb 2011

Exhibit A

Item #	Mark	U.S. App. Serial No.	U.S. Reg. No.
1	PACIFIC & VINE		
2	PACIFIC & VINE	76448792	2944417